

PUNTA GORDA HOUSING AUTHORITY

REQUEST FOR QUALIFICATIONS

CONTRACT FOR DEVELOPMENT, ACQUISITION, AND REVITALIZATION CONSULTANT SERVICES

INTRODUCTION

The Punta Gorda Housing Authority (PGHA or the Authority) acting for itself, its instrumentalities and/or its affiliates, invites interested parties to submit qualifications to provide public housing consultant services in the areas of development, acquisition, revitalization, and program operations. PGHA intends these specifications to set forth and convey to prospective bidders the general type, character, and quality of the consultant services desired.

The firm selected (Contractor) will be expected to render development, acquisition, revitalization, and program operations consulting services. PGHA wishes to enter into an Indefinite Quantity Contract (IQC) and will establish a maximum amount the contract cannot exceed. PGHA will issue task orders to the Contractor as the need for services arises. The Contractor may be paid on an hourly basis, plus expenses, or on a flat fee per task basis, or a combination of the two, as determined to be in the best interests of the Authority.

The term of the contract shall be for three years with the Authority retaining the option to extend for up to two (2) one-year periods.

PGHA may not necessarily proceed with an award based on the initial submittal received, and reserves the right to discuss contents of such submittal to obtain additional information and to negotiate changes in the submittal. PGHA may award all, some, or none of the submittals received.

The point of contact for information is Kurt Pentelecuc, Executive Director, (941) 639-4344, kurt@puntagordaha.org.

Sealed submittals in triplicate will be received at the PGHA Administrative Office, 340 Gulf Breeze Avenue, Punta Gorda, Florida 33950, until 3:00 PM (prevailing Punta Gorda, Florida time), on February 15, 2023. Submittals must be plainly marked "Request for Qualifications – Contract for Development, Acquisition, Revitalization, and Program Operations Consultant Services."

PGHA reserves the right to reject any, or all submittals, or to waive any informalities in the submittals. No submissions received after the deadline will be considered. A firm submitting a late submittal shall be so notified. All material submitted in the submittal becomes the property of PGHA and will not be returned.

One (1) original and two (2) copies of the submittal should be submitted to: Punta Gorda Housing Authority, 340 Gulf Breeze Avenue, Punta Gorda, Florida 33950.

ORGANIZATIONAL AND OPERATIONAL INFORMATION

Purpose:

The following information regarding PGHA is provided to aid firms submitting submittals in understanding the PGHA's organizational structure and redevelopment progress to date.

Organization Structure:

1. As a public corporation, PGHA provides subsidized public housing within the city in accordance with federal legislation. The Mayor appoints, and the City Council of the City of Punta Gorda, Florida, confirms and approves, the seven members of PGHA's governing board; the governing board, in turn, elects a Chairperson and Vice Chairperson. The board members also appoint an Executive Director to administer the affairs of PGHA.
2. The governing board authorizes subsidy contracts with the United States Department of Housing and Urban Development (HUD) pursuant to HUD's regulations and statutory authorizations. One subsidy contract causes PGHA to construct, own, and operate public housing assistance payments for eligible individuals and families.
3. PGHA presently owns and operates federal subsidized housing communities in Punta Gorda, including mixed finance and public housing developments. PGHA is also responsible for the operation of the Section 8/Housing Choice Voucher Program.

Portfolio and Redevelopment Progress:

Charlotte County, Florida experienced widespread damage as a result of Hurricane Charley in 2004. Much of PGHA's portfolio was left uninhabitable and had to be demolished. Since 2004, most of the public housing has been replaced in 3 mixed finance developments (150 public housing units, 291 total affordable units).

The last 4 public housing units will be replaced in a planned fourth mixed finance development to be constructed starting in 2023 (72 total affordable units). In addition to mixed finance units, PGHA operates 30 non-mixed finance public housing units and a number of unassisted affordable scattered site homes.

In 2022, Hurricane Ian caused additional damage to affordable housing developments within Charlotte County, including PGHA's public housing developments.

Statement of Need:

PGHA is soliciting qualifications from firms to provide a wide range of services, including:

- Assist in the development and implementation of its short and long term development, acquisition, and revitalization strategies;
- Act as Program Manager for ongoing development activities;
- Provide technical assistance to PGHA regarding program and PGHA operations; and.
- Provide technical assistance related to financing redevelopment and rehabilitation efforts and resiliency initiatives.

Ownership:

All deliveries and/or other products of the contract (including, but not limited to, all purchases, solicitation packages, reports, records, summaries, software documentation, and other matter and materials prepared or developed by the Contractor in performance of the contract) shall be the sole, absolute, and exclusive property of PGHA, free from any claim or retention of rights thereto on the part of the Contractor, its agents, subcontractors, officers or employees.

Acceptance:

Determination of acceptability of Contractor's work will be made by PGHA. Work shall be completed in a responsible professional manner in accordance with the specification, schedules, or performance/operating standards incorporated in the contract.

SCOPE OF SERVICES

The scope of services described below is intended to give a broad idea of the extent of assistance PGHA may need. PGHA reserves the right to expand, reduce or eliminate the services after contract award. Changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between PGHA and the Contractor, shall be incorporated in written amendments to the contract. Contractors are cautioned against making promises, commitments, or representations they would be unable or unwilling to incorporate into the contract.

Development:

It is the intent of PGHA to:

- Expand affordable housing opportunities throughout Punta Gorda and Charlotte County including the successful implementation of its final planned mixed finance phase to complete its public housing redevelopment program.
- Leverage capital funds, insurance proceeds and program income resources in such a way as to maximize available funding for its development, acquisition and revitalization efforts in either new or existing public and affordable housing communities;

- To seek acquisition opportunities within Charlotte County which increase the availability of affordable housing; and
- Increase the capacity of PGHA as a developer, funding resource, owner and manager of affordable rental housing.

PGHA is particularly concerned that the level of assisted and affordable housing in the area not be diminished.

The Contractor shall act as lead advisor to the executive management of PGHA, providing the benefit of Contractor's proven expertise in maximizing development opportunities based upon its previous success in delivering significant economic returns for public housing agencies. Furthermore, PGHA is facing several time sensitive development decisions. The Contractor should be prepared to assume its role immediately upon contract execution.

Based upon the Contractor's experience, advice will be solicited including, but not limited to:

- Assist PGHA in the feasibility, assessment, and planning of any new development or acquisition rehabilitation opportunities during the contract period.
- Providing PGHA the benefit of its experience in the revitalization of public housing, recognizing that opportunities are limited to appropriated funding levels.
- Providing PGHA with the benefit of Contractor's experience in the financing of affordable housing generally, including identifying financing sources and maximizing leveraging strategies.
- Providing PGHA the benefit of Contractor's expertise and proven success in the application and award of tax credits. PGHA is seeking a Contractor who has a proven track record with respect to public housing agencies within Florida.
- Assessment of its existing public housing communities in relation to various HUD repositioning strategies including RAD and other conversion options. The assessment shall include a review of the capital needs, rent reasonableness and FMR determination, and financing strategies.
- Advise PGHA regarding the use of project based vouchers.

Operations:

The selected Respondent shall also serve as the non-staff advisor to the Board of Commissioners and Executive Director and shall provide the necessary resources to perform directly or assist PGHA in the performance of any of the following tasks, if requested:

- Assist with staff recruitment efforts, including but not limited to reorganizational strategies and upper management team search.
- Provide training and technical assistance to the Executive Director and Board of Commissioners in all aspects of PGHA operations.
- Attend Board meetings on an as needed basis.
- Assist with the preparation of resolutions and other Board materials.
- Assess PGHA operations and make recommendations for improvements.
- Preparation and submission of the PGHA plan including coordination with related redevelopment and repositioning initiatives.
- Preparation of a Five Year Capital Plan.
- Advise PGHA of changes in HUD rules and regulations.
- Assist with public housing repositioning as applicable.

Team Resources:

It is expected that the Contractor will make available additional resources and/or personnel as needed to accomplish the intent of this RFQ. The Contractor will be responsible for providing the names of each lead person responsible for said services.

The proposal shall describe the experience of the Respondent and the key staff assigned to this project as it relates to:

1. Housing authorities of a similar size.
2. Mixed finance and development experience.
3. Knowledge of and compliance with the regulatory environment, specifically HUD rules and regulations pertaining to the mixed finance, development, HUD public housing, and housing choice voucher programs.
4. Experience with program management.
5. Public housing and housing choice voucher experience.

6. Experience with RAD and other repositioning programs.

QUALIFICATIONS –ELIGIBILITY TO SUBMIT SUBMITTALS

Respondents must submit evidence of appropriate credentials, experience, and expertise in the area of services requested, including references and certification that Respondent has not been disbarred by HUD. Submittals must be signed by an authorized representative of the Respondent and the name of the individual authorized to negotiate services and costs with PGHA.

SUBMITTAL REQUIREMENTS AND FORMAT

An original submittal designated as the “original” and signed in blue ink and two (2) copies must be submitted and include the following components:

1. Transmittal letter indicating Respondent’s interest to respond.
2. Details of the Respondent's company’s organization.
3. Details of the Respondent’s company’s qualifications including public housing authority experience, with examples of work performed.
4. Proposed and available staffing, including resumes of each individual to be utilized. Respondent must provide PGHA information pertaining to the selection, training, and certification of its staff.
5. Any and all costs which might be incurred by PGHA should the submittal be accepted, including, without limitation, a fee schedule setting forth the hourly rate for principals and staff; travel costs; per diem fees; and other miscellaneous costs factors.
6. Proof of insurance and any required licensing.
7. A certified statement that neither the Respondent nor any members of the Respondent have been debarred by HUD.
8. A certified statement that the Respondent does not subscribe to any personnel policy which permits or allows for the promotion, demotion, dismissal or laying off of any individual due to such individual’s race, creed, color, national origin, age, sex or handicapped status.
9. References where the Respondent has provided the services described in the RFQ. Include the name, address, telephone number, and email address.

EVALUATION CRITERIA

The application and interpretation of these criteria are solely within the discretion of PGHA. Submittals will be evaluated based on the following factors:

- A. Qualifications and Experience of Firm (*Maximum Points 35*)
- B. Qualifications and Capacity of the Team. (*Maximum Points 35*)
- C. MBE/WBE/Sec. 3/Local Participation. (*Maximum Points 10*)
- D. Ability to Provide Services in a Timely Manner. (*Maximum 10 Points*)
- E. Reasonableness of Cost. (*Maximum Points 10*)

Total (*Maximum Points 100*)

AWARD OF CONTRACT

It is the intent of PGHA to enter into a contract with a qualified firm at a fair and reasonable price considering budget limitations, evaluation score, and the services outlined in the Scope of Work. PGHA reserves the right to award an unspecified number of agreements resulting from this RFQ.

Notwithstanding any other provision of the Request for Qualifications, PGHA expressly reserves the right to:

- 1. Waive any material defect, informality, or
- 2. Reject any or all submittals or portions thereof, or
- 3. Reissue a Request for Qualifications, or
- 4. Cancel the solicitation.

EXCEPTIONS

No exceptions to the terms, conditions or specifications of this RFQ are allowed, and shall not be included in any submittal.

SUBMITTAL OPENING

Sealed submittals in triplicate will be received at PGHA Administrative Office, 340 Gulf Breeze Avenue, Punta Gorda, Florida 33950, until 3:00 PM (prevailing Punta Gorda, Florida time), on February 15, 2023. After review and contract award, all offers and evaluation documents shall be open for public inspection. Submittals transmitted by facsimile or electronic mail will not be accepted.

CONFLICT OF INTEREST

PGHA reserves the right at any time to preclude offering a work assignment to the Contractor should a real or potential conflict of interest exist as determined by PGHA.

INDEMNIFICATION

The Contractor shall agree to indemnify and hold PGHA, its officers, commissioners, agents, and/or employees harmless from and against any and all liabilities, losses, damages, costs, and expenses, including court costs and attorneys' fees, by reason of any claim and/or liability as a result of:

1. The development, acquisition, and revitalization consultant services of the Contractor or those acting under the Contractor on assignments referred by PGHA; or
2. The Contractor's failure to perform any of its obligations under the contract; or
3. The failure of the Contractor, or those acting under the Contractor, to conform to the statutes, ordinances or regulations of any governmental authority.

INSURANCE

The Contractor will carry and maintain throughout the period of the contract, at its sole cost, professional liability insurance to cover all classifications of work herein contemplated, with minimum limits of coverage of \$1,000,000.00 per person and per incident. Certificates of insurance coverage shall be furnished to PGHA immediately upon the effective date of the contract. Such insurance shall be adequate to protect both the Contractor and PGHA from all liability on account of injury or damage done to the persons or property of any and all persons during or in consequence of the performance of contracted services. The maintenance of such insurance will not in any manner affect the Contractor's obligation to indemnify PGHA as provided above. All insurance certificates must have a thirty (30) days' written notice of cancellation provision and list PGHA as an "Additional Insured".

PROCUREMENT FROM OTHER SOURCES

PGHA reserves the right to procure any services covered by this RFQ and the contract from other sources when PGHA determines it is in its best interests.